

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

FIRST APPEAL No 3057 of 1996

to

FIRST APPEAL No 3067 of 1996

For Approval and Signature:

Hon'ble MR.JUSTICE B.C.PATEL and
MR.JUSTICE N.N.MATHUR

- =====
1. Whether Reporters of Local Papers may be allowed to see the judgements?
 2. To be referred to the Reporter or not?
 3. Whether Their Lordships wish to see the fair copy of the judgement?
 4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder?
 5. Whether it is to be circulated to the Civil Judge?

ASSISTANT DIRECTOR,DID

Versus

SPECIAL LAND ACQUISITION OFFICER

Appearance:

Mr H M Mehta, Sr.Counsel with Mr AKIL KURESHI
for the Appellants

Mr M R Anand, GP with Mr K M Mehta for respondent
No.1

Mr MAYANK VORA for Respondent No. 2

CORAM : MR.JUSTICE B.C.PATEL and
MR.JUSTICE N.N.MATHUR

Date of decision: 23/09/96

COMMON ORAL JUDGEMENT (per Patel, J.)

Admit.

Mr Mayank Vora, learned Advocate appears for all the claimant-respondents. Mr M R Anand, learned Government Pleader with Mr K M Mehta, learned AGP appears for the Special Land Acquisition Officer, Gandhinagar.

2. Mr H M Mehta appearing for the appellants submitted the Court that these Appeals may be allowed with a direction to rehear the matters, and for that, the learned Counsel requested the Court to take up the matters for final hearing. Learned Advocates appearing for the respondents having no objection for final hearing, these matters are heard at their request today.

3. Under section 18 of the Land Acquisition Act (hereinafter referred to as 'the Act'), the Joint District Judge, Ahmedabad (Rural), by a common judgment, allowed the reference cases partly and held that the claimants are entitled to get Rs.74/- per sq.metre over and above the compensation awarded by the Special Land Acquisition Officer, Gandhinagar together with solatium, interest etc. It is against this judgment and award that the present Appeals are preferred. Mr H M Mehta, learned Sr.Standing Counsel drew our attention to para 14 of the judgment and pointed out that the Court below, while determining the amount of compensation, has relied on Exh. 26 which is the judgment and award passed by the District Court for the land situated at Village Lakwada. Mr Mehta has submitted that the sale instance on which reliance is placed by the claimants has not been approved by the Division Bench of this Court. (First Appeals No.341/94 to 385/94 decided on 31.7.1996 - Coram: N J Pandya & A R Dave, JJ.). He submitted that if the said Exh. 26 is taken out of consideration, there is no other evidence on record which would support the conclusion arrived at by the Reference Court. Therefore, according to him, in absence of the sale instance, the reference cases are required to be remanded.

4. Mr Mayank Vora, learned Advocate appearing for the claimants submitted that looking to the fact that the lands are acquired under the Notification published under section 4 of the Act on 19.6.1987, and the procedure followed thereafter, some amount may be paid to the claimants. Mr Vora further submitted that at least 50% of the amount should be paid to the claimants. Looking to the facts and circumstances of the case, it would be just and proper to direct the appellant to deposit 1/3 of the award amount for payment to the claimants so that

they may not have hard days.

5. Under the circumstances, the matters are remanded to the Reference Court with the direction to dispose of the same, in accordance with law. The appellant is directed to deposit 1/3 of the award amount as ordered by the Reference Court, before that Court and on such deposit being made, the same shall be disbursed in accordance with law. This disbursement is of course subject to the final award that may be made by the Reference Court. The amount as directed above may be deposited within a period of 10 weeks.

6. In the result, we allow the appeals. The judgment and award rendered by the Reference Court is hereby quashed and set aside with the aforesaid direction. There shall be no order as to costs.

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